

## **APPENDIX RESALE**

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## **1. TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE**

- 1.1 This Appendix describes several services that SBC ILLINOIS shall make available to MCIm for resale pursuant to this Agreement. All services or offerings of SBC ILLINOIS, which are to be offered for resale pursuant to the Act, are subject to the terms herein. SBC ILLINOIS shall make Telecommunications Services that SBC ILLINOIS provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251 (c) (4) (A) of the Act and other applicable limitations.
- 1.1.1 The Parties acknowledge that MCIm has a duty pursuant to Section 251 (b)(1) of the Act not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of MCIm's telecommunications services.
- 1.2 At the request of MCIm, and pursuant to the requirements of the Act, SBC ILLINOIS will make available to MCIm on non-discriminatory terms and conditions, any Telecommunications Service required by the Act and implementing regulations to be offered for resale that SBC ILLINOIS currently provides or may offer hereafter. SBC ILLINOIS shall also provide support functions and service functions, as set forth in this Appendix and Appendix OSS. The Telecommunications Services provided by SBC ILLINOIS for resale, and the service functions and support functions provided by SBC ILLINOIS to MCIm pursuant to this Agreement are collectively referred to as "Local Service."
- 1.3 MCIm may only resell SBC ILLINOIS wholesale discounted service to other Telecommunications Carriers for the Telecommunications Carrier's own consumption, as End Users of the service, and not for the Telecommunications Carriers further resale or retail offering to the public, subject to the following conditions:
- 1.3.1 MCIm must resell SBC ILLINOIS wholesale discounted service to Telecommunications Carriers at the same rates, terms and conditions as it resells to non-Telecommunications Carrier End Users;
- 1.3.2 Any Telecommunications Carrier, who purchases SBC's wholesale-discounted services through MCIm, will be subject to the terms and conditions as MCIm under this MCIm/SBC ILLINOIS Agreement, including, but not limiting to, not using SBC ILLINOIS logo or name brand;
- 1.3.3 MCIm will be held responsible for any breach or violation of the terms and conditions (as provided in this MCIm/SBC ILLINOIS Agreement) by such a third carrier, and
- 1.3.4 MCIm shall not circumvent the prohibition in Section 4.10 of the Resale Appendix by purchasing back (directly or indirectly), for its own use, SBC ILLINOIS' wholesale-discounted services, from a Telecommunications Carrier, who obtained the services (directly or indirectly) from MCIm.

## **2. GENERAL TERMS AND CONDITIONS FOR RESALE**

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in Federal Communications Commission Rules, 47 C.F.R. Section 64.1100 et seq., to process End User selection of primary local exchange carriers. Neither Party shall require a written letter of authorization in order to process the required service orders to

effectuate the migration. The ordering requirements for such migrations are subject to the LSOG requirements as set forth in the P.U.C. Substantive Rule § 26.131.

- 2.2 Prior to submitting an order under this Appendix, MCIm shall obtain authorization as required by applicable federal and state laws and regulations, and assumes responsibility for its applicable charges as specified in Applicable Law. SBC ILLINOIS shall abide by the same applicable laws and regulations.
- 2.3 The Parties shall comply with all applicable Commission rules regarding switching End Users from one Telecommunications Carrier to another, including those rules governing those initiating a challenge to a change in an end user customer's local service provider.
- 2.4 When an End User changes or withdraws authorization, each Party shall release End User-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premises, SBC ILLINOIS is free to reclaim the facilities for use by another End User and is free to issue service orders required to reclaim such facilities. SBC ILLINOIS shall notify MCIm of such abandonment in advance of removing the facilities. Such notification shall follow the email process currently in place between the Parties.
- 2.5 The Parties will comply with Commission Substantive Rule applicable to Telecommunication providers, § 26.131. SBC ILLINOIS shall provide line loss notification to MCIm's as required by the Uniform Plan of Record.
- 2.6 MCIm is solely responsible for the payment of all charges for all services furnished under this Appendix ordered by MCIm or its authorized agent.
- 2.7 SBC ILLINOIS shall not be responsible for the manner in which MCIm bills its End Users. All applicable rates and charges for services provided to MCIm under this Appendix will be billed directly to MCIm and shall be the responsibility of MCIm regardless of MCIm's ability to collect. MCIm shall not be responsible for payment of charges for any retail services furnished and billed by SBC ILLINOIS directly to End Users.

### **3. PRICING**

- 3.1 The wholesale discount for resale services shall be the appropriate commission ordered discount. In addition to the discounted rates set forth in Appendix Pricing, MCIm shall pay SBC ILLINOIS for any applicable charges or fees, if any, incident to the establishment or provision of resale services requested by MCIm, including initial non-recurring charges.
- 3.2 Telecommunications Services, including promotions (greater than 90 days), shall be available to MCIm at wholesale rates as specified in Appendix Pricing, and shall be no less favorable than the wholesale rates made available by SBC ILLINOIS to comparable CLECs.

### **4. RESALE RESTRICTIONS**

- 4.1 To the extent consistent with applicable federal and state rules and regulations, MCIm may resell local services to provide Telecommunications Services. SBC ILLINOIS will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services. Services that SBC ILLINOIS has grandfathered or grandfathers in the future may only be resold to current subscribers of the same grandfathered services.

- 4.2 SBC ILLINOIS shall not use promotional offerings to avoid the wholesale rate obligation, for example, by consecutively offering a series of ninety (90) day promotions. Promotions are available for the telecommunications services outlined in accordance with state specific commission requirements. SBC ILLINOIS retail promotions of ninety (90) days or less are not available to MCIm for resale.
- 4.3 MCIm shall only resell services to the same category of subscriber to whom SBC ILLINOIS offers such services (for example, residential service shall not be resold to business subscribers).
- 4.4 MCIm shall not use a resold service to avoid the rates, terms and conditions of SBC ILLINOIS' corresponding retail tariff.
- 4.5 MCIm shall not use resold local Telecommunications Services to provide access or interconnection services to itself, Interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other Telecommunications Carriers; provided, however, that MCIm may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications Carriers.
- 4.6 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate SBC ILLINOIS federal and state tariff(s), that the Commission has approved for inclusion in the charges that CLECs will pay SBC ILLINOIS for services for resale will apply to each local exchange line furnished to MCIm under this Appendix for resale. SBC ILLINOIS will not charge MCIm any federal, state or local taxes that MCIm remits directly to the appropriate government agency. The 911 surcharge is not governed by this provision, but is addressed in Section 8.6. In this context, "commission approval" shall not include orders approving negotiated agreements pursuant to 252 of the Act.
- 4.7 To the extent allowable by law, MCIm shall be responsible for Primary Interexchange Carrier (PIC) and Local Primary Interexchange Carrier (LPIC) change charges associated with each local exchange line furnished to MCIm for resale. MCIm shall pay all charges for PIC and LPIC changes at the price listed in the Appendix Pricing.
- 4.8 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number as set forth in P.U.C. Substantive Rule § 26.131.
- 4.9 SBC ILLINOIS shall provide on a nondiscriminatory basis, the services covered by this Appendix subject to the availability of existing facilities. MCIm shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are at retail by SBC ILLINOIS as the incumbent local exchange carrier.
- 4.10 SBC ILLINOIS' services are not available at wholesale rates to MCIm for its own use or for the use of any of MCIm's affiliates and/or subsidiaries or the use of MCIm's parent or any affiliate and/or subsidiary of MCIm's parent company, if any.
- 4.11 Unless permitted by tariff, MCIm shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End Users onto a single service.

- 4.12 To the extent SBC ILLINOIS makes available to itself, its End Users, subsidiaries, Affiliates or any other third parties any volume or term discounts, SBC ILLINOIS shall make such volume and term discounts available to MCIm at the same rates, terms and conditions.
- 4.13 If MCIm is in violation of any provision of this Appendix Resale, SBC ILLINOIS will notify MCIm of the violation in writing. Such notice shall refer to the specific provision being violated. MCIm will have thirty (30) calendar days to correct the violation and notify SBC ILLINOIS in writing that the violation has been corrected. Should MCIm dispute the stated violation, MCIm must notify SBC ILLINOIS in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from SBC ILLINOIS and comply with the Dispute Resolution provision of the Agreement to which this Appendix is attached. Resolution of any dispute by MCIm of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix Resale is attached.

## **5. ASSUMPTION OF CUSTOMER SPECIFIC PRICING (CSP) CONTRACT CONVERSIONS**

- 5.1 Grandfathered and sunsetted services are available to MCIm for resale at the applicable discount only to the same End User, at the existing End User's location, to which SBC ILLINOIS provides the service, either at retail or through resale, and only for the End User's remaining period of eligibility.
- 5.2 Subject to the provisions of Section 5.1, the following shall apply:
- 5.2.1 SBC ILLINOIS tariffed and Individual Case Basis (ICB) contracts that are assumed receive a wholesale discount of 3.16%.
- 5.3 If MCIm elects to terminate a SBC ILLINOIS retail contract which MCIm had previously assumed, MCIm will be assessed the applicable termination charges remaining unless MCIm elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount MCIm receives for the previously assumed but now terminated contract.

## **6. DIALING AND SERVICE PARITY, NUMBER RETENTION**

- 6.1 Unless technically infeasible, for resold service SBC ILLINOIS shall ensure that all MCIm End Users experience the same dialing parity as comparable SBC ILLINOIS End Users, such that, for all call types: (i) an MCIm End User is not required to dial any greater number of digits than a comparable SBC ILLINOIS End User; (ii) the MCIm End User may retain its local telephone number with no loss of switch features and functionalities; and (iii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an MCIm End User is at least equal in quality to that experienced by a comparable SBC ILLINOIS End User. This subsection shall also apply to the local portion of 1+ intraLATA and interLATA calls.
- 6.2 For resold services, SBC ILLINOIS shall ensure that all MCIm End Users experience the same service levels as comparable SBC ILLINOIS End Users, and that there is no loss of switch features or functionalities, including, but not limited to: same dial tone and ringing;

same capability for either dial pulse or touch tone recognition; flat rate services; same extended local calling area.

## **7. CHANGES IN RETAIL SERVICE**

- 7.1 SBC ILLINOIS will notify MCIm at least forty five (45) days in advance of any changes in the terms (not pricing) and conditions under which it offers telecommunications services, including, but not limited to, the introduction of any new or discontinuance of any features, functions, services or promotions or the discontinuance of current features or services, in accordance with state commission guidelines.
- 7.2 The rights, obligations, and duties set forth in this Appendix are subject to Section 222 of the Act, regulations thereunder, and relevant FCC and Commission decisions, and state law.

## **8. REQUIREMENTS FOR SPECIFIC SERVICES**

- 8.1 Centrex Requirements. CENTREX is a Grandfathered Service and MCIm may only offer it to customers that are eligible to receive CENTREX from SBC ILLINOIS. MCIm shall only sell Plexar <sup>TM</sup>, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding SBC ILLINOIS retail tariff(s). Unless stayed, modified or reversed on appeal or reconsideration, the existing tariff language regarding contiguous property limitations, which was previously found reasonable by the Commission, will not apply.
- 8.2 MCIm may purchase the entire set of PLEXAR families of services and features or a subset of any one or any combination of such features in conjunction with PLEXAR services. The PLEXAR families of services provided for resale will meet the following requirements:
  - 8.2.1 Intentionally Omitted
  - 8.2.2 All features and functions of CENTREX Service, PLEXAR families of services, whether offered under tariff or otherwise, shall be available to MCIm for resale.
  - 8.2.3 MCIm may purchase any and all levels of PLEXAR families of services (e.g., PLEXAR I, PLEXAR II, or PLEXAR Custom) for resale.
  - 8.2.4 MCIm may be required to pay a charge, for the cost of suppressing the need for MCIm customers to dial "9" when placing calls outside the PLEXAR families of services.
  - 8.2.5 SBC ILLINOIS will furnish PLEXAR Custom services to MCIm for resale subject to this section of this Resale Appendix. SBC ILLINOIS's' provision of PLEXAR Custom will be as specified in this paragraph. SBC ILLINOIS will offer MCIm the same price SBC ILLINOIS provides to its Customers less costs that will be avoided.
  - 8.2.6 Intentionally Omitted.
  - 8.2.7 Intentionally Omitted.



- 8.3 MCIIm may only resell special needs services as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent MCIIm resells services that require certification on the part of the End User, MCIIm shall ensure that the End User has obtained proper certification, continues to be eligible for the programs, and complies with all rules and regulations as established by the appropriate Commission and in the SBC ILLINOIS tariffs.
- 8.3.1 Intentionally Omitted.
- 8.3.2 Intentionally Omitted.
- 8.4 Intercept and Transfer Services. SBC ILLINOIS shall provide intercept and transfer services to MCIIm for MCIIm End Users on the same basis as such services are available to comparable SBC ILLINOIS End Users.
- 8.5 E911/911 Services. SBC ILLINOIS shall provide to MCIIm, for MCIIm End Users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") at parity with that provided to SBC ILLINOIS's End Users. SBC ILLINOIS shall use its service order process to update and maintain on the same schedule that it uses for its retail customers, the MCIIm customer service information in the ALI/DMS used to support 911 services. SBC ILLINOIS shall provide MCIIm End User information to the PSAP.
- 8.6 SBC ILLINOIS will be responsible for the remittance of 911 surcharges for Resale services only, and will bill MCIIm where applicable for surcharges remitted to the appropriate E911 Customer until the rule in Docket 04-0771 becomes effective, at which time, subject to the transition period in such docket, MCIIm shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other Governmental Authority responsible for collection of such fees and surcharges subject to the Commission's 911 Rules (83 Ill. Adm. Code Part 725).
- 8.7 Intentionally Omitted
- 8.8 Customer Specific Pricing Agreements. MCIIm may purchase SBC ILLINOIS customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from SBC ILLINOIS. Where MCIIm and SBC ILLINOIS are competing at retail for the same customer, both retail price and associated wholesale discount shall be calculated by SBC ILLINOIS without unreasonable delay. SBC ILLINOIS shall take all steps necessary to prevent its retail sales and marketing personnel from obtaining information regarding MCIIm's request or other competitively sensitive information.
- 8.9 Inside Wire Maintenance Service. MCIIm may enter into a separate agreement with SBC ILLINOIS to purchase SBC ILLINOIS inside wire maintenance service for use with MCIIm customers.
- 8.10 Suspension of Service
- 8.10.1 MCIIm may offer to resell End User Initiated Suspension and Restoral Service to its End Users.

- 8.10.2 MCIm may also provide SBC ILLINOIS Initiated Suspension service for its own purposes. Service specifics may be obtained in state specific CLEC Handbooks.
- 8.10.2.1 MCIm shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 8.10.2.2 Should MCIm suspend service for one of its End UserEnd Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, MCIm shall be charged and shall be responsible all appropriate monthly services charges for the End Users service from the suspension date through the disconnection date pursuant to the state specific retail tariff subject to the Commission approved wholesale discount.
- 8.10.3 Should MCIm restore its end user, restoral charges will apply and MCIm will be billed for the appropriate service from the time of suspension.
- 8.11 CLASS and Custom Features Requirements. Where deployed, and at MCIm's option, MCIm may purchase the entire set of CLASS and Custom Features and functions, or a subset of any one or any combination of such features that are actually deployed on an End User-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service.
- 8.12 MCIm may utilize Automatic Route Selection ("ARS") or Flexible Route Selection (FRS) capabilities, where available.

## **9. SUPPORT FUNCTIONS FOR RESOLD SERVICES**

- 9.1 The following support functions are offered in conjunction with a resold service: Operator Services, Directory Assistance (OS/DA) and Repair Services.
- 9.2 SBC ILLINOIS shall make customized routing of OS/DA traffic available to MCIm upon request. For issues involving Customized Routing of OS/DA traffic, see Appendix OS and Appendix DA.
- 9.3 Intentionally Omitted.
- 9.4 Branding
- 9.4.1 Except where otherwise required by law, MCIm shall not, without SBC ILLINOIS' prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of SBC ILLINOIS or its Affiliates, nor shall MCIm state or imply that there is any joint business association or similar arrangement with SBC ILLINOIS in the provision of Telecommunications Services to MCIm's End User.
- 9.4.2 Where available, SBC ILLINOIS will brand Operator Services (OS) and/or Directory Assistance (DA) as outlined below:

- 9.4.2.1 MCIm will provide SBC ILLINOIS recorded announcements and written specifications to be used to brand MCIm's OS/DA calls.
- 9.4.2.2 A brand shall be announced at the beginning of each telephone call and before the consumer incurs any charge for the call.
- 9.4.2.3 Where SBC ILLINOIS provides MCIm OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Where separate trunk groups are utilized, different brands may be used on each trunk group.
- 9.4.2.4 Charges for branding are set forth in Appendix Pricing.
- 9.4.2.5 Until MCIm's resold OS/DA traffic is customized routed off of the SBC ILLINOIS OS/DA platform, SBC ILLINOIS will continue to provide OS/DA branding on SBC ILLINOIS' own platform using the service provider ID solution currently in effect.
- 9.5 Intentionally Omitted.
- 9.6 Directory Assistance (DA) Listings
  - 9.6.1 SBC ILLINOIS will include the MCIm end user customer listing in its Directory Assistance database as part of the service order process. SBC ILLINOIS will honor MCIm end user customer's preferences for listing status, including non-published and unlisted, as noted on the service order request or similar form and will ensure that the listing appears as MCIm requested in the SBC ILLINOIS database which is used to perform Directory Assistance functions. SBC ILLINOIS shall permit MCIm end user customers the option of having a non-listed telephone number; this option will be provided at the same price SBC ILLINOIS charges its end user customers for the same option. Performance Measurements associated with this service are set forth in Appendix Performance Measurements and are incorporated by this reference. SBC ILLINOIS will provide Directory Assistance service to MCIm that equals the Directory Assistance Service SBC ILLINOIS provides to itself and its own End Users.
  - 9.6.2 Intentionally Omitted.
- 9.7 The terms and conditions for OS/DA Rates and References are found in Appendices OS and DA, which are incorporated herein by reference.
- 9.8 OS/DA calls which, at MCIm's option, are routed to SBC ILLINOIS, will meet or exceed the Performance Measurements which SBC ILLINOIS provides to itself and its own End Users. SBC ILLINOIS will provide the full range of Operator Services at the rates set forth in Appendix Pricing, including, but not limited to, collect, person-to-person, station to station, bill to third-party, busy line verification and busy line interrupt, handicapped caller assistance, and emergency call assist.
- 9.9 Repair Calls. The Parties shall refer repair calls (e.g., 611) dialed by the other Party's End User to the repair number supplied by the appropriate Party.

- 9.10 The terms and conditions for Operator to Operator (i.e., custom routing) Busy Line Verification, Busy Line Interrupt is found in Appendix Inward Assistance Operator Services which are incorporated herein by reference.
- 9.11 Access to the Line Information Database. MCIm's service order shall update and maintain MCIm End User information, in the Line Information Database ("LIDB") in the same manner and on the same schedule that it processes service orders for SBC ILLINOIS' End Users.
- 9.12 Telephone Line Number Calling Cards. SBC ILLINOIS' assigned telephone line calling card account ceases to exist once MCIm becomes the account owner in LIDB. MCIm may choose to enable a MCIm calling card account based upon the telephone number of a resold line. To enable such a calling card account, MCIm shall provide (on the order for the resale line), a four-digit numerical pin number which will be used by the End User in the use of the MCIm calling card. SBC ILLINOIS will provide billing usage data via the established mechanisms.
- 9.13 Intentionally Omitted
- 9.14 Call Blocking. Upon MCIm's request, SBC ILLINOIS will provide blocking on a line by line basis of an MCIm End User's access to any or all of the following call types: 700, 900, 976, bill to third and collect, and such other call types for which SBC ILLINOIS provides blocking to comparable End Users. If MCIm does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Agreement and pay any applicable charges. It is the responsibility of MCIm to order the appropriate toll restriction or blocking on lines resold to End Users. MCIm acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. MCIm shall not be responsible for any charges for calls for which blocking is not available or calls which bypass the blocking systems.
- 9.15 The terms and conditions for customized routing OS/DA calls are found in Appendix UNE, which are incorporated herein by reference.

## **10. SERVICE FUNCTIONS**

SBC ILLINOIS shall allow MCIm to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by electronic interface. SBC ILLINOIS shall provide interface specifications for electronic access for these functions pursuant to other Appendices within this Agreement.

- 10.1 Work Order Processes. SBC ILLINOIS shall ensure that all work order processes used to provision local service to MCIm for resale meet the service parity requirements set forth in other Appendices within this Agreement.
- 10.1.1 Additional Service Ordering, Provisioning, Maintenance, Billing and Customer Usage Data requirements and procedures are set forth in other Appendices within this Agreement.
- 10.2 Point of Contact for the MCIm end user customer. Except as otherwise provided in this Agreement, MCIm shall be the single and sole point of contact for all MCIm end user customers.

- 10.3 The Parties shall refer all questions regarding each other's services or products directly to the other at a telephone number specified by the appropriate Party.
- 10.4 The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall (1) provide such numbers if available to callers who inquire about that Party's services or products, (2) do not in any way disparage or discriminate against each other or that Party's products and services, and (3) not solicit each others' services during such inquiries.
- 10.5 Points of Contact. Each Party shall provide the other Party with a contact for all inquiries regarding the implementation of this Appendix. Each Party shall accept all inquiries from the other Party and provide timely responses.
- 10.6 Maintenance. Maintenance will be provided by SBC ILLINOIS in accordance with the service parity requirements and measurements as set forth in other Appendices within this Agreement
- 10.7 Except as specifically provided in this Agreement or pursuant to an order of a court or commission of competent jurisdiction, SBC ILLINOIS may not initiate any disconnect, suspension or termination of an MCIm customer's resale services unless directed to do so by MCIm by transmission of a service order or SBC ILLINOIS' receipt of proper authorization to change such End User's primary local exchange carrier to a carrier other than MCIm. SBC ILLINOIS will provide MCIm with an electronic notice of End Users who change their local carrier.
- 10.8 The Exchange of Billing Message Information shall be in accordance with Appendix Recording.
- 10.9 "As Is" Transfers of End User Accounts. SBC ILLINOIS shall allow MCIm to initiate "As Is" transfers of local exchange telecommunications services in accordance with LSOR guidelines. For purposes of this Appendix, an "As Is" transfer is the transfer of all the telecommunications services and features available for resale that are currently being provided to a specific End User account.

## **11. WHITE PAGES DIRECTORIES**

- 11.1 The terms and conditions for White Pages Directories are found in Appendix White Pages Directory, which are incorporated herein by reference.

## **12. CALL TRACE**

- 12.1 MCIm end user's activation of Call Trace shall be handled by the SBC ILLINOIS Call Trace Center (CTC). SBC ILLINOIS shall notify MCIm of requests by its End Users to provide the call records to the proper authorities. Subsequent communications and resolution of the case with MCIm's End Users (whether that End User is the victim or the suspect) will be coordinated through MCIm.
- 12.2 MCIm understands that for services where reports are provided to law enforcement agencies (e.g., Call Trace) only billing number and address information will be provided. It will be MCIm's responsibility to provide additional information necessary for any police investigation. MCIm will indemnify SBC ILLINOIS against any claims that insufficient information led to inadequate prosecution.

**13. MUTUAL RESPONSIBILITIES OF THE PARTIES**

- 13.1 SBC ILLINOIS will provide Pre-order, Ordering and Provisioning requests for Resale Services to MCI, where an electronic OSS interface is not being utilized, and will be transmitted via facsimile to SBC ILLINOIS' Local Service Center (LSC). SBC ILLINOIS' LSC will respond to MCI's calls with the same level of service which SBC ILLINOIS provides to its local exchange End Users Customers.
- 13.2 Each Party will provide a Single Point of Contact (SPOC) for all ordering, status inquiries or escalation contacts (via an 800# to the LSC) between 8 a.m. to 5:30 p.m. Monday through Friday (except holidays).
- 13.3 Each Party will respond to emergency requests for after hours provisioning via the respective LOC, SPOC, or other designee as agreed upon by the Parties, 24 hrs/day, 7 days a week. Each Party will provide ordering and provisioning coordination for Resale services Monday through Friday from 8 a.m. to 5:30 p.m. through the respective LSC or the LOC, SPOC, or contact as agreed upon by the Parties as applicable. Each Party may request, at least two business days prior to the requested availability or as otherwise mutually agreed, that the Party provide Saturday, Sunday, holiday, and/or additional out-of-hours (other than Monday through Friday from 8 a.m. to 5:30 p.m.) ordering and provisioning coordination.
- 13.4 SBC ILLINOIS will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis.
- 13.5 Each Party will work together via the CLEC User Forum guidelines to share issues and address concerns regarding processes which impact the Parties.
- 13.6 All misdirected calls from either Party's End Users will be given a recording (or a live statement) directing them to call their local provider. To the extent procedures change such that the End Users become identifiable, such End Users will be directed to call the respective Party at a designated 800 number. The Parties will agree on the scripts to be used for this purpose.
- 13.7 Where technically feasible, SBC ILLINOIS' LSC will provide coordination support for all designed and/or complex Resale services provided to MCI. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI.
- 13.8 Simple and Complex Service Orders: If SBC ILLINOIS on an electronic flow-through basis can handle an order with no manual intervention, the order is simple. All other orders are complex.
- 13.9 Intentionally Omitted
- 13.10 SBC ILLINOIS will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third party or collect calls) by line or trunk on an individual switching element basis, to the extent that SBC ILLINOIS provides such blocking capabilities to its End Users, to other CLECs and to the extent required by law.
- 13.11 When ordering a Resale service via a service order, MCI may order separate interLATA and intraLATA service providers (i.e., two PICs, when available) on a line or trunk basis and agrees to pay the applicable charges associated with such order. SBC

ILLINOIS will accept PIC change orders for intraLATA toll and long distance services through the service provisioning process.

- 13.12 Unless otherwise directed, when MCIm orders a Resale service all pre-assigned trunk or telephone numbers currently associated with that service will be retained without loss of feature capability and without loss of associated Ancillary Functions, including, but not limited to, Directory Assistance and E911 capability. To the extent such losses occur, the Parties will work cooperatively to resolve such occurrence(s).
- 13.13 SBC ILLINOIS will provide standard provisioning intervals for all Resale services at parity with what it provides its retail End Users, its affiliates and CLECs other than MCIm.

#### **14. PROVISIONING REQUIREMENTS**

- 14.1 Where available, SBC ILLINOIS will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by MCIm, all test and turn up results in support of Complex Resale services ordered.
- 14.2 When an SBC ILLINOIS employee visits the premises of an MCIm End User, SBC ILLINOIS's employee must inform the End User that he or she is acting on behalf of MCIm. Materials left at the End User premises (e.g., a door hanger notifying the End User of the service visit) must also inform the End User that SBC ILLINOIS was acting on behalf of MCIm.
- 14.3 SBC ILLINOIS' technicians will direct MCIm's End Users to contact MCIm if MCIm's End User requests a change in service at the time of installation.
- 14.4 SBC ILLINOIS will provide telephone and/or facsimile notification of any charges associated with required construction for a given service, and obtain MCIm's approval prior to commencing construction under an order for such service.

#### **15. ORDER DUE DATE**

- 15.1 When a MCIm submits an LSR, MCIm will specify a desired Due Date (DDD) and SBC ILLINOIS will specify a due date (DD) based on the available intervals. In the event a desired DD is less than the standard interval, the service order will be assigned a DD using the applicable interval.
- 15.2 If expedited service is requested, MCIm will populate Expedite and Expedite Reason on the request. The Parties will jointly negotiate an expedited DD. This situation will be considered an expedited order and applicable service order charges will apply. SBC ILLINOIS will not complete the order prior to the DD or later than the DD unless authorized by MCIm.
- 15.3 MCIm will follow the escalation process documented on SBC ILLINOIS' web sites (SBC ILLINOIS' web site is CLEC Online) and contacts reflected on the escalation web site for resolving questions and disputes relating to ordering and provisioning procedures or to the process of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. SBC ILLINOIS will notify MCIm of any modifications to these contacts one (1) week in advance of such modifications.

#### **16. REPAIR AND MAINTENANCE REQUIREMENTS**

- 16.1 SBC ILLINOIS will provide repair, maintenance, and testing, for all Resale services in accordance with the terms and conditions of this Appendix Resale.
- 16.2 SBC ILLINOIS will provide maintenance for all Resale services on a nondiscriminatory basis.
- 16.3 SBC ILLINOIS' technicians will provide repair service on a nondiscriminatory basis.

**17. INTENTIONALLY OMITTED**

**18. INTERCOMPANY COMMUNICATIONS**

- 18.1 The Parties will establish an Event Notification Process. A network Event is any condition that occurs in the network that causes blocked calls associated with inter-office message traffic, managed by SBC ILLINOIS' Network Management Service Center ("NMSC"), and will utilize MCIm's Network Management Center ("NMC") or other identified contacts listed in the Profile (for SBC ILLINOIS the document used is the "SBC13-STATE CLEC Profile" (Section 7, Contact Names)) as the Single Point of Contact to notify the other Party of the existence, location, and source of all emergency network outages affecting MCIm's End User. Notification will be sent via facsimile and/or e-mail, as designated in the Profile. A Party's Customer Network Service Center ("CNSC") or NMC may call the other Party's Local Operation Center (LOC) in order to discuss scheduled activities that may impact MCIm's End Users. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.

**19. EMERGENCY RESTORATION**

- 19.1 SBC ILLINOIS' NMSC will notify the other Party via the Event Notification Process of activities involving the central office and inter-office network. Additionally, as cable cuts or failures are identified when MCIm reports trouble to the LOC, the LOC will notify MCIm of:
  - 19.1.1 establishment of SBC ILLINOIS' LOC as the single point of contact to provide MCIm with information relating to the status of restoration efforts and problem resolution during the Resale services restoration process; and
  - 19.1.2 methods and procedures for reprovisioning of all Resale services after initial restoration. Each Party agrees that Telecommunications Service Priority ("TSP") services for the other Party carry equal priority with each Party's TSP services for restoration. Each Party will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services.

**20. INTENTIONALLY OMITTED**

**21. INTENTIONALLY OMITTED**

**22. ESCALATION PROCEDURES**



- 22.1 The Parties will agree on written escalation procedures for maintenance resolution to be followed if, in MCIm's judgment, any individual trouble ticket or tickets are not resolved in a timely manner. The escalation procedures to be provided hereunder shall include names and telephone numbers of each Party's management personnel who are responsible for maintenance issues. For SBC ILLINOIS, MCIm acknowledges that the LOC escalation contact list found on CLEC On Line meets the requirements of this Section to provide a contact for maintenance issues.

## **23. PREMISES VISIT PROCEDURES**

- 23.1 SBC ILLINOIS' Maintenance of Service Charges, when applicable, will be billed by SBC ILLINOIS to the MCIm, and not to MCIm's End Users.
- 23.1.1 Dispatch of SBC ILLINOIS' technicians to MCIm's End User premises shall be accomplished pursuant to a request received from MCIm. Additional dispatching of SBC ILLINOIS' technicians may occur when SBC ILLINOIS detects network trouble during routine maintenance.
- 23.1.2 Intentionally Omitted
- 23.1.3 If a trouble cannot be cleared without access to MCIm's End User's premises and the End User is not at home, the technician will leave a non-branded "no access" card requesting that the End User call MCIm for rescheduling of repair.

## **24. DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING**

- 24.1 SBC ILLINOIS will perform testing (including trouble shooting to isolate any problems) of Resale services purchased by MCIm in order to identify any new circuit failure performance problems. Each Party will utilize routine maintenance procedures for reporting troubles.

## **25. INSIDE WIRE MAINTENANCE SERVICE**

- 25.1 SBC ILLINOIS shall offer for resale inside wire maintenance service only pursuant to a separately executed Wholesale Inside Wire Plan Resale Agreement.